

CAMPAIGN SPENDING COMMISSION

STATE OF HAWAII

In Re the Matter of ) CA 05-02  
)  
STRINGER TUSHER ARCHITECTS, )  
A.I.A., INC., STS PROPERTIES, INC., )  
David Stringer and Terry Tusher, )  
)  
Respondents. )

CAMPAIGN SPENDING COMMISSION

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CONCILIATION AGREEMENT

On or around November 2001, Robert Y. Watada, then Executive Director for the Campaign Spending Commission ("Commission"), initiated an investigation of Stringer Tusher Architects, A.I.A. Inc. ("STA"), STS Properties, Inc., David Stringer, and Terry Tusher (collectively referred to as "Respondents" unless otherwise noted). STA's business address is 1100 Alakea Street, Suite 200, Honolulu, Hawaii and its business purpose is listed as architectural services in business registration records. David Stringer is listed as STA's President in business registration records. STS Properties, Inc.'s business address is 1100 Alakea Street, Suite 200, Honolulu Hawaii and David Stringer and Terry Tusher are listed as its sole owners in the business registration records. The investigation was initiated pursuant to the express authority of section 11-193, Hawaii Revised Statutes ("HRS"), for a determination of whether the campaign spending law had been violated and a complaint would be submitted to the Commission.

NOW, THEREFORE, Respondents and the Commission, having entered into conciliation and pursuant to section 11-216(g), HRS, do hereby agree as follows:

- I. That the Commission has jurisdiction over Respondents and the subject matter of this administrative action.
- II. That this Conciliation Agreement ("Agreement") and upon complete performance of the conditions stated herein has the effect of remedial or corrective action taken by Respondents pursuant to section 11-216(g), HRS.
- III. That Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- IV. That Respondents waive the right to be heard at a public hearing conducted under chapter 91, HRS, pursuant to section 11-228(b), HRS.
- V. That Respondents enter into this Agreement with the Commission on their own volition and with full knowledge and understanding.
- VI. That parties agree to the pertinent facts as follows:
  1. On or around November 2001, Robert Y. Watada, in his capacity as Executive Director of the Campaign Spending Commission, and upon information received through the disclosure statements of the Harris 2000 Campaign Committee ("Harris"), initiated an investigation involving contributions in violation of sections 11-202 and 11-204, HRS.
  2. Section 11-202, HRS reads in part as follows: No person shall make a contribution of the person's own money or property, or money or property of another person to any candidate, party, or committee in connection with a nomination for election, or election, in any name other than the true name of the person who owns the money or who supplied the money or property.

3. Section 11-204(a)(1), HRS, reads in part as follows; No person or any other entity shall make contributions to:...A candidate seeking nomination or election to a four-year nonstatewide office or to the candidate's committee in an aggregate amount greater than \$4,000 during an election period.
4. The election period for Harris is the period from November 6, 1996 to November 7, 2000.
5. The Supplemental Report for Harris for the reporting period ending on December 31, 1997, included \$24,000 in contributions in cashiers' checks, Harris reported receiving \$24,000 from the following contributors: Gil and Vicki Gilfix (\$4,000), Todd Leventhal (\$4,000), Casper Mol (\$4,000), Peacock Properties, Inc, (\$4,000), John Stricklin (\$4,000) and Wedge Holdings, Inc. (\$4,000).
6. The cashiers' checks were drawn on accounts controlled by Respondents.
7. STA did not file an organizational report pursuant to section 11-196.5, HRS.
8. STA did not file state contractor reports pursuant to section 11-205.5, HRS.
9. STA did not file required disclosure reports pursuant to sections 11-212 and 11-213, HRS.

VII. Settlement Terms

As settlement of the matter and issues in Conciliation Agreement #05-02

Respondents understand and agree to the following:

- (A) Respondents agree to an assessment of Fifteen Thousand Dollars (\$15,000) pursuant to section 11-228, HRS.
  - (B) Respondents do not admit to any violation nor to any liability, but agree to this settlement as a means of settling the dispute with the Campaign Spending Commission.
- VIII. Respondents agree to comply with campaign finance statutes on contributions and expenditures to candidate committees.
- IX. Terms of payment of the assessment shall be by Order of the Commission.
- X. The Commission upon its own motion or a written request of anyone filing a complaint under section 11-216, HRS, may review compliance with the Agreement. If the Commission believes that the Agreement has been violated, it may institute administrative proceedings or a civil action in the Circuit Court of the First Circuit pursuant to section 11-228(c), HRS.
- XI. This Agreement constitutes the entire agreement between the Commission and Respondents on the matters raised herein, and no other statement, promise, or agreement, either in writing or oral, not contained in this Agreement made by either party or by agents of either party shall be enforceable.
- XII. This Agreement, unless violated, shall be a complete bar to any further action by the Commission against Respondents as a result of facts and events that gave rise to the Agreement and with respect to the violations at issue in this matter.

FOR THE COMMISSION:

Barbara U. Wong, Executive Director

By: Barbara U. Wong

Date: 7-21-06

FOR THE RESPONDENTS

Stringer Tusher Architects, A.I.A., Inc.

By: David Stringer  
David Stringer  
Its President

Date: 6-17-06

David Stringer

David Stringer

Date: 6-17-06

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STS Properties, Inc.

By: David Stringer  
David Stringer  
Its: V.P.

Date: 6-17-06

Terry Tusher

\_\_\_\_\_

Date: \_\_\_\_\_

FOR THE COMMISSION:

Barbara U. Wong, Executive Director

By: Barbara U. Wong

Date: 7-21-06

FOR THE RESPONDENTS

Stringer Tusher Architects, A.I.A., Inc.

By: \_\_\_\_\_  
David Stringer  
Its President

Date: \_\_\_\_\_

David Stringer

\_\_\_\_\_

Date: \_\_\_\_\_  
620762.V2

STS Properties, Inc.

By: \_\_\_\_\_  
David Stringer  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Terry Tusher  
Terry Tusher

Date: 7/18/06